

APPENDIX G
ASSETWORKS SOFTWARE
LICENSE AGREEMENT
DIR-SDD-2093

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the ____ day of _____, 2008 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and _____, with offices at _____ ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

ARTICLE I - LICENSE

- A. AssetWorks grants to CUSTOMER a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of users specified in Schedule 1 ("Users") to make use of the software specified in Schedule 1 (herein "Software") on the CUSTOMER's database servers and application servers designated in Article VII (the database servers and application servers shall be referred to as the "Enterprise"); provided, however, that if any part of the Enterprise becomes temporarily inoperative the license may be extended to backup servers until such time as the Enterprise becomes operative again at which time all Software will be returned to the Enterprise. CUSTOMER may replace any component of the Enterprise by giving AssetWorks prior written notice of the new servers. Except as provided above, use of Software in excess of limits defined in Schedule 1 or other than on the Enterprise requires additional fees. CUSTOMER'S license is to use the Software in its own business; CUSTOMER has no right to use the Software in processing work for third parties.
- B. CUSTOMER shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Product Schedule (Schedule 1) and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. CUSTOMER may increase the number of authorized Active Equipment Units by executing a subsequent Product Schedule and paying in full the applicable fees. Upon signing the subsequent Product Schedule and paying in full the applicable fees, CUSTOMER shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Product Schedule. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.
- C. If any third party software is provided to CUSTOMER pursuant to this Agreement, such license shall be in accordance with terms set forth in Schedule 1.

ARTICLE II - FEES AND PAYMENTS

- A. CUSTOMER shall pay AssetWorks the fees detailed in DIR Contract No. DIR-SDD-2093. Payment Terms are detailed in Appendix A, Section 7. Purchase Orders, Invoices and Payment of DIR Contract No. DIR-SDD-2093.

- B. CUSTOMER shall be entitled to the support described in the Maintenance Agreement, which shall commence on the date set forth in the Maintenance Agreement

ARTICLE III - NON-DISCLOSURE

- A. To the extent allowable by the Texas Public Information Act and the other paragraphs in this Article III, CUSTOMER agrees that the Software shall be held in confidence by CUSTOMER and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by CUSTOMER and in CUSTOMER's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by CUSTOMER; or (3) which is lawfully disclosed to CUSTOMER without restriction on further disclosure by another party who did not acquire same from AssetWorks.
- B. The CUSTOMER may copy, in whole or in part, any printed material relative to the Software that may be provided by AssetWorks under this Agreement. Additional copies provided by AssetWorks will be billed to CUSTOMER at AssetWorks' standard rates.
- C. Any Software provided by AssetWorks in machine-readable form may be copied by CUSTOMER for use with the designated servers to the extent necessary for archive or emergency restart purposes, to replace a worn copy, or to understand the contents of such machine-readable material.
- D. The CUSTOMER agrees to keep the original and any copies of that Software at the same location as the CUSTOMER's designated servers, except that a machine-readable copy of the Software may be kept for archive or emergency restart purposes only at another facility.
- E. All of CUSTOMER's records with regard to the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request, and CUSTOMER shall certify to the truth and accuracy of thereof.

ARTICLE IV – WARRANTIES AND LIMITATION OF LIABILITY

- A. AssetWorks represents that it has the right to license the Software to CUSTOMER as provided in ARTICLE I. AssetWorks further represents that the Software will conform to the description contained in the User Manual but, except as provided in Article IV B, AssetWorks makes no other representations, warranty, or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Software, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event the Software fails to conform to the description contained in the User Manual, AssetWorks' sole obligation shall be to correct the errors in accordance with the provisions of Article IV E. This limited warranty is lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software.
- B. Infringement Terms are detailed in Appendix A, Section 9.A.2) Infringements of DIR Contract No. DIR-SDD-2093.
- C. CUSTOMER agrees to defend and hold AssetWorks harmless against any claims made by any third party against AssetWorks arising out of CUSTOMER's use of the Software unless such claims are due to the negligence or willful misconduct of AssetWorks.
- D. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one hundred eighty (180) days from the date of execution of this Agreement. During the warranty period, in the event that the CUSTOMER encounters an error and/or malfunction whereby the Software does not conform to the description in the User Manual, AssetWorks will respond as follows:

1. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists an error or nonconformance to the User Manual, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
2. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, the error or nonconformance to the User Manual does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.

ARTICLE V - TERMINATION

- A. Termination Terms are detailed in Appendix A, Section 10.B. Termination of DIR Contract No. DIR-SDD-2093.
- B. All Software and documentation supplied hereunder by AssetWorks shall be and remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and documentation and any copies thereof made by CUSTOMER pursuant to Article III-B and C shall be promptly returned to AssetWorks.

ARTICLE VI - ASSIGNMENT

Assignment Terms are detailed in Appendix A, Section 4.D. Assignment of DIR Contract No. DIR-SDD 2093.

ARTICLE VII – CUSTOMER’S ENTERPRISE

CUSTOMER's application server(s) and database server(s) are as follows:

Server(s)

Location(s)

Application Server(s): Unlimited

No restrictions

Database Server(s): Unlimited

No restrictions

ARTICLE VIII - ENTIRE AGREEMENT

DIR Contract No. DIR-SDD-2093 and this Agreement supersedes all prior proposals, oral or written, all previous negotiations and all other communications or understandings between AssetWorks and CUSTOMER with respect to the subject matter hereof. It is expressly agreed that if CUSTOMER issues a purchase order or other document for the services provided under this Agreement, such instrument will be deemed for CUSTOMER'S internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement. This Agreement sets forth the sole and entire understanding between AssetWorks and CUSTOMER with respect to the subject matter. No amendments to this Agreement, either at the execution or subsequently, shall be binding on AssetWorks or CUSTOMER unless agreed to in writing by both parties. In the event of a conflict in terms, the terms of DIR Contract No. DIR-SDD-2093 will have precedence.

ARTICLE IX - GOVERNING LAW: DISPUTES

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

ARTICLE X - SCHEDULES

Schedules 1 (Product Schedule) and any additional schedules specified below are hereby incorporated into this Agreement.

ARTICLE XI – GENERAL TERMS

1. Assignment Terms are detailed in Appendix A, Section 4.D. Assignment of DIR Contract No. DIR-SDD 2093.
2. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
3. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
4. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
5. The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.
6. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks

998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.: John Hines

Copy to:

Director of Contracts
AssetWorks
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn: Sandra McFarland

CUSTOMER:

Attn.:

Copy to:

Attn:

7. Dispute Terms are detailed in Appendix A, Section 10.A. Enforcement of Contract and Dispute Resolution of DIR Contract No. DIR-SDD 2093.
8. Force Majeure Terms are detailed in Appendix A, Section 10.C. Force Majeure of DIR Contract No. DIR-SDD 2093.
9. DIR Contract No. DIR-SDD-2093 and this Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties. In the event of a conflict of terms, the terms of DIR Contract No. DIR-SDD-2093 will have precedence.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

AssetWorks

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Title: _____

Date: _____

SERVICES AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Services Agreement ("Agreement") is made as of the _____ day of _____, 2008 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and _____, with offices at _____ ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1. AssetWorks contracts to provide its clients services ("Services") including, without limitation, custom software development, consulting, education, installation, data conversion, training, and software modifications.
2. The Services to be delivered by AssetWorks are set forth in the Attachment 1A and Attachment 1B to this Agreement.
3. The purpose of this Agreement is to set forth the terms and conditions upon which AssetWorks will provide the Services for CUSTOMER in accordance with Attachment 1 and such other Attachments that may be added by the parties in the future.

B. RESPONSIBILITIES OF THE PARTIES FOR ENGAGEMENTS

1. No Attachment shall be of any force and effect unless and until executed by both AssetWorks and CUSTOMER.
2. Each Attachment will either be pricing in accordance with DIR Contract No. DIR-SDD-2093. The Attachment may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Attachment will include a date by which "Deliverables" must be completed.
3. In the event that Services result in greater AssetWorks duties than contemplated by the Attachment, CUSTOMER will work closely and in good faith with AssetWorks to modify the Attachment to ensure that the CUSTOMER's requirements are addressed and AssetWorks' fees shall be adjusted to reflect increased CUSTOMER requirements.
4. All travel and expenses incurred will be in accordance with DIR Contract DIR-SDD-2093, Section 4.G. Travel Expense Reimbursement.

C. REPRESENTATIONS AND WARRANTIES

1. AssetWorks covenants and warrants that it will perform all Services with due diligence, in a professional and careful manner, and in compliance with all applicable laws and governmental regulations.
2. AssetWorks represents and warrants that the Services provided will not infringe any patent, trademark, trade secret, copyright or other intellectual property right of anyone.

3. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH HEREIN, AssetWorks DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and the stated express warranties are in lieu of all obligations or liabilities on the part of AssetWorks arising out of or in connection with the performance of the Services to be provided herein.

D. RELATIONSHIP OF THE PARTIES

1. The parties are independent contractors and under no circumstances will either be deemed to be an agent, partner, legal representative, employee or joint venture partner of the other party.

E. SUBCONTRACTORS

1. To the extent allowable by DIR Contract No. DIR-SDD-2093, AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of CUSTOMER; provided, AssetWorks shall supervise such subcontractors and the Services performed by them to the same extent as if AssetWorks performed the work.

F. INTELLECTUAL PROPERTY RIGHTS

1. SOFTWARE FIRST DEVELOPED
Unless otherwise provided in an Attachment, AssetWorks grants to the CUSTOMER the same rights, and CUSTOMER undertakes the same obligations with respect thereto, any new software and/or documentation first developed by AssetWorks under this Agreement that the CUSTOMER received pursuant to the Software License Agreement in effect between the parties.
2. AssetWorks EXISTING SOFTWARE
AssetWorks retains title to and ownership of all software and enhancements or modifications thereto, and/or documentation furnished to the CUSTOMER under this Agreement to which it had title to or ownership of prior to the commencement of this Agreement.

G. CONFIDENTIAL INFORMATION

1. To the extent allowable by the Texas Public Information Act, because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Attachment. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
2. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

3. To the extent allowable by the Texas Public Information Act, because of the unique nature of the Confidential Information, each party agrees that the disclosing party may suffer irreparable harm in the event the recipient fails to comply with its obligations under this Section G, and that monetary damages may be inadequate to compensate the disclosing party for such breach.

Accordingly, the recipient agrees that the disclosing party may, in addition to any other remedies available to it, be entitled to injunctive relief.

H. PAYMENT

Payment Terms are detailed in Appendix A, Section 7. Purchase Orders, Invoices and Payments of DIR Contract No. DIR-SDD 2093.

J. TERM OF AGREEMENT

Termination Terms are detailed in Appendix A, Section 10.B. Termination of DIR Contract No. DIR-SDD 2093.

K. INDEMNITIES

Indemnification Terms are detailed in Appendix A, Section 9.A. Indemnification of DIR Contract No. DIR-SDD 2093.

M. INSURANCE

Insurance Terms are detailed in Appendix A, Section 9.N. Required Insurance Coverage of DIR Contract No. DIR-SDD 2093.

N. LIMITATION OF LIABILITY

Limitation of Liability Terms are detailed in Appendix A, Section K. Limitation of Liability of DIR Contract No. DIR-SDD 2093.

O. GENERAL TERMS

1. Assignment Terms are detailed in Appendix A, Section 4.D. Assignment of DIR Contract No. DIR-SDD 2093.
2. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
3. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
4. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
5. The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.
6. Any communication or notice hereunder must be in writing, and will be deemed

given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks

998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn.: John Hines

CUSTOMER:

Attn.: _____

Copy to:

Director of Contracts
AssetWorks
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn: Sandra McFarland

Copy to:

Attn: _____

7. Dispute Terms are detailed in Appendix A, Section 10.A. Enforcement of Contract and Dispute Resolution of DIR Contract No. DIR-SDD 2093.
8. Force Majeure Terms are detailed in Appendix A, Section 10.C. Force Majeure of DIR Contract No. DIR-SDD 2093.
9. DIR Contract No. DIR-SDD-2093 and this Agreement constitute the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties. In the event of a conflict of terms, the terms of DIR Contract No. DIR-SDD-2093 will have precedence.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have entered into this Agreement as of the Effective Date.

AssetWorks

By: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Title: _____

Date: _____

Attachment 1A: Services Deliverables and Pricing

Attachment 1B: Services Statement of Work (SOW) see attached

SOFTWARE MAINTENANCE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement ("Agreement"), is made as of the ____ day of _____, 2008 ("Effective Date") by and between AssetWorks, with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and _____, with offices at _____ ("CUSTOMER"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

A. BACKGROUND

1. AssetWorks and CUSTOMER are parties to a Software License Agreement, Number _____ and dated _____, pursuant to which CUSTOMER has licensed certain software products ("Software" or "Product") from AssetWorks.
2. The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement. In addition, support and maintenance ("Maintenance") for the Software is available as an option. Maintenance includes bug fixes and telephone support and may include, if they are made available by AssetWorks, Software updates and enhancements.
3. The purpose of this Agreement is to set forth the terms and conditions upon which CUSTOMER has agreed, at its option, to subscribe to Maintenance from AssetWorks.

B. TERMS AND CONDITIONS

1. Term

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.

2. Correction of Deviations

In the event that the CUSTOMER encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the CUSTOMER in accordance with AssetWorks' normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the CUSTOMER, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation with all due dispatch.

3. Software Revisions and New Versions

- a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
 - i. Revisions that the CUSTOMER is obliged to implement ("Mandatory Revisions");
 - ii. Revisions that may be implemented by the CUSTOMER at its option ("Optional Revisions").
 - iii. No charge shall be made to the CUSTOMER for either Mandatory Revisions or Optional Revisions.
- b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Versions for which there may be a charge.

4. Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the CUSTOMER relating to the application and operation of the Software. At other times such personnel are available by beeper for emergencies.

5. Technical Literature

AssetWorks shall make available to the CUSTOMER all technical literature that is considered by AssetWorks to be relevant to the Software and its use within the scope of CUSTOMER's operations.

6. Transmission

All Revisions and New Versions will be transmitted to the CUSTOMER on magnetic tape, magnetic disk or other suitable media, at the option of AssetWorks. The CUSTOMER shall be solely responsible for mounting the media and executing the appropriate instructions in order to transfer the Revisions or New Versions onto its system.

7. Remote Diagnostic Access

The CUSTOMER shall provide appropriate modem facilities by which AssetWorks may, with the permission of the CUSTOMER, remotely access the Software for the purpose of remote diagnostics and support.

8. Proper Use

- a. The CUSTOMER agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
- b. In the event that the CUSTOMER or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse,

AssetWorks shall be entitled to attempt to correct the situation, if possible, at CUSTOMER'S expense.

- c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the CUSTOMER, relates to problems not caused by a Deviation in the Software, such assistance shall be at the CUSTOMER's expense.

9. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for each twelve month period hereunder, CUSTOMER shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

10. Additional Software Maintenance Fee – Paid Up License

In the event the CUSTOMER acquires Software in addition to that indicated in Schedule 1 of the Software License Agreement (the "Additional Software"), the Maintenance shall automatically be extended to cover the Additional Software, and the CUSTOMER shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

11. Other Fees and Expenses

If onsite maintenance is required, CUSTOMER will pay travel and living expenses of AssetWorks' employees or agents in accordance with DIR Contract No. DIR-SDD-2093, Section 4.G. Travel Expense Reimbursement.

12. Payment Terms

- a. Payment Terms are detailed in Appendix A, Section 7. Purchase Orders, Invoices and Payments of DIR Contract No. DIR-SDD-2093.
- b. AssetWorks reserves the right to change the annual Maintenance fee by providing CUSTOMER written notice of the increase at least thirty (30) days prior to any scheduled renewal date.

13. Default and Termination

Termination Terms are detailed in Appendix A, Section 10.B. Termination of DIR Contract No. DIR-SDD-2093.

14. Limitation of Liability

Limitation of Liability Terms are detailed in Appendix A, Section 9.K. Limitation of Liability of DIR Contract No. DIR-SDD-2093.

15. General Terms

- a. Assignment Terms are detailed in Appendix A, Section 4.D. Assignment of DIR Contract No. DIR-SDD-2093.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

- c.. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d.. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.
- f. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated below. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

AssetWorks

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Attn.: John Hines

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Director of Contracts

CUSTOMER:

Attn.: _____

Copy to:

AssetWorks
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087
Attn: Sandra McFarland

Attn:

- g. Dispute Terms are detailed in Appendix A, Section 10.A. Enforcement of Contract and Dispute Resolution of DIR Contract No. DIR-SDD-2093.
- h. Force Majeure Terms are detailed in Appendix A, Section 10.C. Force Majeure of DIR Contract No. DIR-SDD 2093.
- i. DIR Contract No. DIR-SDD-2093 and this Agreement constitute the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties. In the event of a conflict of terms, the terms of DIR Contract No. DIR-SDD-2093 will have precedence.

IN WITNESS WHEREOF, the parties hereto, intending to be liable bound, have entered into this Agreement, effective as of the Effective Date.

AssetWorks

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: